



U.S. SMALL BUSINESS ADMINISTRATION
APPLICATION FOR SECTION 504 LOAN

OMB APPROVAL NO.: 3245-0071

EXPIRATION DATE: 4/30/2005

PART A

Name of CDC: _____

CDC Contact Person: _____ Telephone No: _____

Name of Borrower: _____

Name of Small Business Concern (SBC) (if different): _____

THE FOLLOWING MUST BE SUBMITTED: (ALL EXHIBITS MUST BE SIGNED AND DATED BY THE BORROWER.)
(Indicate if Attached (X) or Not Applicable (N/A))

- | | |
|---|--|
| _____ 1. A history and description of the business and analysis of management ability. Exhibit 1. | _____ 12. The names of affiliated (through ownership or management control) or subsidiary businesses as well as the last two fiscal year-end financial statements and/or federal income tax returns for the last 3 years, and a current financial statement for each of these firms. Exhibit 12. |
| _____ 2. An analysis of eligibility: SBC (size and type); use of proceeds; eligible passive company (EPC) ownership; etc. Exhibit 2. | _____ 13. If the business is a franchise, include a copy of the Franchise Agreement <u>and</u> the Franchisor's Disclosure Statement that is required by the Federal Trade Commission. Exhibit 13. |
| _____ 3. Personal History Statement (SBA Form 912) for each officer and director (regardless of ownership) and each proprietor, partner and stockholder with 20% or more ownership of the small business concern (SBC) and, if different, each owner with 20% or more ownership of the EPC. Exhibit 3. | _____ 14. A copy of key cost documents such as contractor costs estimates, vendor quotes for machinery and equipment, etc., as well as an itemized listing of estimated "professional fees" that is summarized in Part B, Section VII. Exhibit 14. |
| _____ 4. Personal Financial Statement (SBA Form 413) current within 90 days for each proprietor, partner or stockholder with 20% or more ownership of the SBC, and, if different, each owner with 20% or more ownership of the EPC, as well as copies of federal income tax returns for the last 3 years. Exhibit 4. | _____ 15. If applicable, a copy of the existing or proposed lease agreement. Exhibit 15. |
| _____ 5. Resumes of the principals involved in the day-to-day management. Exhibit 5. | _____ 16. An independent appraisal for project real estate as required by SOP 50-10. Exhibit 16. |
| _____ 6. A balance sheet and income statement as well as federal income tax returns for the previous three years for the SBC. If the SBC is a new business, provide a proforma balance sheet with a <u>description of assumptions</u> attached. Exhibit 6. | _____ 17. Environmental analysis, if applicable. Exhibit 17. |
| _____ 7. A balance sheet and income statement dated within <u>90 days</u> of the application together with an aging of the accounts receivable and accounts payable listed. Exhibit 7. | _____ 18. An itemized listing of estimated "closing costs" summarized in Part B, Section VIII. Exhibit 18. |
| _____ 8. Where appropriate, a projected, annualized income statement for the first two years after the loan with a <u>description of assumptions</u> attached. Exhibit 8. | _____ 19. A letter from the participating lender stating the terms and conditions of its participation and <u>the reason why it will not finance the entire project</u> . Exhibit 19. |
| _____ 9. For a <u>new business</u> , a monthly cashflow analysis for the first 12 months of operation or for three months beyond the breakeven point (whichever is longer) together with a <u>description of assumptions</u> attached. Exhibit 9. | _____ 20. A resolution from the partners, members, or Board of Directors of the Borrower authorizing it to borrow. Exhibit 20. |
| _____ 10. A schedule of debts which includes the original date and amount, monthly payment, interest rate, present balance owed, maturity, to whom payable, and collateral securing the loan for each short-term and long-term loan that the business currently has outstanding or has planned for the next 12 months (other than the 504 loan). Please indicate whether each loan is current or delinquent. Exhibit 10. | _____ 21. INS verification of the INS status of any alien who is an owner of 20% or more of the small business applicant or any person who controls (as defined by SBA regulations and policies) the small business applicant. Exhibit 21. |
| _____ 11. A schedule of <u>any previous government financing</u> received by the applicant small business concern or any affiliated company of the applicant as well as any associate (as defined by §120.10) or principal of the applicant. Include the name of the agency, the original date and amount, the outstanding balance, status of the loan (current, delinquent, paid in full, or charged off), and collateral securing the loan. Exhibit 11. | _____ 22. Credit reports for the SBC, its owner(s), and any affiliated company. Exhibit 22. |
| | _____ 23. A completed SBA Form 159 (Compensation Agreement) for costs incurred by the applicant to third parties (attorney, accountant, etc.) for the preparation of the loan application. Exhibit 23. |

Received by SBA: _____

Name: _____ Date: _____

**U.S. SMALL BUSINESS ADMINISTRATION
APPLICATION FOR SECTION 504 LOAN**

PART B

I.	Certified Development Company				Date of Application	
	Contact Person				Telephone No.	
II.	Borrower's Name					Employer ID Number
	Name of Small Business Concern (SBC) if other than Borrower					EPC <u> </u> Yes: <u> </u> No: <u> </u>
	Name of Principal in charge of the SBC				Telephone No.	
	SBC's Address				Street Address <u>of Project</u> (if different)	
	City	County	State/Zip Code	City of Project	County of Project	State/Zip Code
III.	_____ Corp., Yrs Chartered _____ _____ Partnership, No. Partners _____ _____ Proprietorship _____ LLC		Location <div style="border: 1px solid black; padding: 2px; display: inline-block;"> 1 - Urban 2 - Rural </div>	Check appropriate description _____ Existing Business _____ New Business		Relocation Yes _____ No _____
	Type of Business		NAICS Code	Date Established	Minority Code	Check if applicable: _____ Woman-owned _____ Veteran-owned
IV.	A. Name(s) of Participating Lender(s)					
	Amount:		Contact Person		Telephone No.	
	B. Name of Other Sources (including any other Federal sources)				Amount:	
	C. Name of Interim Lender (if different from IV.A.)					
	Amount:		Contact Person		Telephone No.	
V.	Purpose and Economic Impact					

SBA USE ONLY

Approved by D.O. _____ Date _____ Funding Approved _____ Date _____

VI.	A. Impact on Jobs 1. Pre-project Employment _____ 2. Number of jobs to be created in the next two years _____ 3. Number of jobs to be retained <u>because of project</u> _____ 4. Total jobs to be created and retained (2 + 3) _____ 5. Debenture Amt./\$35,000 (504 projects only) _____ 6. Does Project meet job requirement of 1 job per \$35,000 Yes _____ No _____	B. CDC's overall portfolio job ratio as of the date of the last Annual Report _____ C. Economic Development Objectives _____ Community or Area Development _____ Public policy goals (check one below) _____ Rural development _____ Business district revitalization _____ Expansion of exports _____ Minority-owned business _____ Enhanced economic competition _____ Changes necessitated by Federal budget cutbacks _____ Business restructuring from Federally mandated policies affecting the environment, employee safety or health _____ Veteran-owned business _____ Woman-owned business																																																																
VII.	Proposed Uses of Funds Amount Requested A. Land (and purchase of existing building, if applicable): \$ _____ B. Building (new construction, remodeling, L/H improvement, etc.): \$ _____ C. Machinery & equipment (purchase, installation, etc.): \$ _____ D. Professional fees (appraiser, architect, legal, etc.): \$ _____ E. Other Expenses (Contingency, interest on interim financing, etc.): \$ _____ F. TOTAL PROJECT COST (Not including 504-related fees) \$ _____	VIII. Debenture Pricing (504) Requested A. SBA Share (_____ %) of Project Cost \$ _____ B. Administrative Costs 1. Reserve Amount (Ax0.005) \$ _____ 2. Funding Fee (Ax0.0025) \$ _____ 3. CDC Processing Fee (Ax0.015) \$ _____ 4. Closing Costs \$ _____ 5. Total (B.1. thru B.4) \$ _____ 6. Underwriters Fee* \$ _____ 7. Total (B.5. plus B.6.) \$ _____ C. Total Debenture Amount (A.plus B.7., rounded up to next thousand) \$ _____ D. Balance to Borrower (C minus (A + B7)) \$ _____																																																																
IX.	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 30%;">Sources of Funds (504 projects only)</th> <th style="width: 10%;">Dollar Request</th> <th style="width: 10%;">% Project Cost</th> <th style="width: 10%;">Maturity</th> <th style="width: 10%;">Interest Rate</th> <th style="width: 10%;">Lien Position</th> </tr> </thead> <tbody> <tr> <td>A. Net Debenture (VIII.A.)</td> <td>_____</td> <td>_____</td> <td>xxx</td> <td>xxx</td> <td>xxx</td> </tr> <tr> <td>Gross Debenture (VIII.C.)</td> <td>xxx</td> <td>xxx</td> <td>_____</td> <td>xxx</td> <td>_____</td> </tr> <tr> <td>B. Private Sector</td> <td>_____</td> <td>_____</td> <td>_____</td> <td>_____</td> <td>_____</td> </tr> <tr> <td>_____</td> <td>_____</td> <td>_____</td> <td>_____</td> <td>_____</td> <td>_____</td> </tr> <tr> <td>C. Other Financing (specify)</td> <td>_____</td> <td>_____</td> <td>_____</td> <td>_____</td> <td>_____</td> </tr> <tr> <td>_____</td> <td>_____</td> <td>_____</td> <td>_____</td> <td>_____</td> <td>_____</td> </tr> <tr> <td>D. Borrower Injection</td> <td>_____</td> <td>_____</td> <td>_____</td> <td>_____</td> <td>_____</td> </tr> <tr> <td>E. CDC Injection</td> <td>_____</td> <td>_____</td> <td>_____</td> <td>_____</td> <td>_____</td> </tr> <tr> <td>F. TOTAL PROJECT FINANCING**</td> <td>_____</td> <td>100.00%</td> <td>xxx</td> <td>xxx</td> <td>xxx</td> </tr> </tbody> </table>						Sources of Funds (504 projects only)	Dollar Request	% Project Cost	Maturity	Interest Rate	Lien Position	A. Net Debenture (VIII.A.)	_____	_____	xxx	xxx	xxx	Gross Debenture (VIII.C.)	xxx	xxx	_____	xxx	_____	B. Private Sector	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	C. Other Financing (specify)	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	D. Borrower Injection	_____	_____	_____	_____	_____	E. CDC Injection	_____	_____	_____	_____	_____	F. TOTAL PROJECT FINANCING**	_____	100.00%	xxx	xxx	xxx
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X	Source of Equity Injection _____ _____ _____																																																																	

* Underwriters fee calculated as follows: For 20 year Debentures, the sum of a. and b.5 divided by 0.99500; round this number up the next highest thousand; multiply this number by 0.00500. For 10 year Debentures, the sum of a. and b.5 divided by 0.99625; round this number up to the next highest thousand; multiply this number by 0.00375.

**This does not include 504-related fees and costs.

XI.	Financial Summary Fiscal Year Ending _____ Statements (check one): _____ Audited _____ Review _____ Compilation _____				
	BALANCE SHEET	AS OF	ADJUSTMENTS		ADJ/FINANCIAL DATA
			Debits	Credits	(Pro Forma)
	ASSETS				
	Cash				
	Accounts Receivable				
	Inventory				
	Other				
	Total Current Assets				
	Fixed Assets				
	Other Assets				
	Total Assets				
	LIABILITIES & NET WORTH				
	Accounts Payable				
	* Notes Payable				
	Taxes/Accruals				
	** Private Lender (cur.portion)				
	SBA (current portion)				
	Other				
	Total Current Liabilities				
	Notes Payable				
	Private Lender (L-T portion)				
	SBA (L-T portion)				
	Other				
	Total Liabilities				
	Net Worth				
	Total Liab. & Net Worth				
XII.	Ratio Analysis (use pro forma column)		NAICS Code _____		
	SBC	Industry Averages	SBA Use only		
	Debt/Net Worth Ratio	_____	_____	_____	_____
	Net Working Capital	_____	_____	_____	_____
	Current Ratio	_____	_____	_____	_____
	Other:	_____	_____	_____	_____
XIII.	Balance Sheet Comments/Adjustments (e.g. goodwill, intangibles, etc.)				

*Notes Payable: include any existing current portion of long-term debt.

**For lender's share of 504 project only.

XIV.	Income Statement	Historical		Historical		Current Interim		Projection	
		Year	%	Year	%		%		%
	Sales								
	Cost of Goods Sold								
	Gross Profit								
	G&A Expenses								
	Net before Taxes								
	Income Taxes								
	Net after Taxes								
	Break out of specific expenses: included in G + A above:								
Depreciation									
Interest									
W/D& Officer Comp									
Rent									

XV.	Cash Flow Available for P&I	Existing	Projection
		Year:	Year:
	A. Earnings Before Taxes	\$	\$
	B. + Depreciation	\$	\$
	C. + Interest Expense	\$	\$
	D. + Rent Savings, if any	\$	\$
	E. + Other	\$	\$
	1.	\$	\$
	2.	\$	\$
	F. Total Cash Flow	\$	\$
	G. Existing Debt Service (P + I)	\$	\$
	H. + Project Debt Service (P + I)	\$	\$
	I. + Line of credit - principal	\$	\$
	J. + Line of credit - Interest	\$	\$
	K. + Other	\$	\$
	L. Total Cash Requirements (G - K)	\$	\$
	M. Cash Margin (F minus L)	\$	\$
	N. Cash Flow Coverage Ratio		
	(F divided by L)		

XVI.	Comments on Ability to Repay. (Include Working Capital Analysis and comments on credit history.)

XVII.	<u>List of Project Collateral</u>	<u>Cost or Net Book Value</u> (if available)	<u>Senior Lien</u>	<u>Appraised Value</u>
	Land (and/or purchase of existing building)	\$	\$	\$
	Building (new construction, remodeling, leasehold improvements, etc.)	\$	\$	\$
	Machinery and equipment (purchase, installation, etc.)	\$	\$	\$
		\$	\$	\$
		\$	\$	\$
	Totals	\$	\$	\$
	Guarantor(s) and/or Owners	Personal Net Worth	Pledged Security (if applicable)	
Analysis of Collateral Adequacy. (Include summary of environmental analysis, if any.)				
XVII.	CDC Notifications <div style="margin-top: 20px;"> <div> Has any member, officer, director or professional staff of CDC changed since last debenture request? Yes: _____ No: _____ </div> <div> If so, has Form 1081 and resume been submitted to SBA? Yes: _____ No: _____ </div> </div>			

XIX. CDC Agreements and Certifications

The CDC agrees that if SBA approves this application, it will not for at least two years after the disbursement of the debenture hire an employee or consult anyone who was employed by the SBA during the one-year period prior to the disbursement of the debenture.

The CDC certifies that it does not own any stock or equity in the SBC and no officer, director, or person within a controlling group of the CDC is an officer, director or holder of any direct or indirect pecuniary interest in the SBC.

The CDC authorizes disclosure of all information submitted in connection with this application to the financial institution agreeing to participate with the SBA's guaranteed debenture or loan.

The CDC certifies that it will comply with 13 C.F.R. Sections 112, 113, and 117 which prohibit discrimination on the grounds of race, color, sex, religion, marital status, handicap, age or national origin by recipients of Federal financing assistance; and will require appropriate reports and access to books and records. These requirements are also applicable to anyone who buys or takes control of the business. He/she realizes that if he/she does not comply with these nondiscrimination requirements, SBA can call, terminate, or accelerate repayment on his/her loan.

As consideration for any Management and Technical Assistance that may be provided, the CDC waives all claims against SBA and its consultants.

The CDC certifies that it has not paid anyone connected with the Federal government for help in getting this financial assistance. It also agrees to report to the SBA Office of Inspector General, Washington, D.C. 20416 any Federal government employee who offers in return for any type of compensation to help get this application approved.

The CDC understands that it need not pay anyone to deal with SBA. He/she has read SBA Form 159 which explains SBA policy on representatives and fees.

The CDC states, to the best of its knowledge and belief, that if any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, it shall complete and submit Standard Form-LL, "Disclosure Form to Report Lobbying," in accordance with this instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Anyone who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The CDC in consideration for assistance from SBA hereby agrees that it will comply with all Federal laws and regulations enforced to the extent that they are applicable to such assistance, including conditions set forth in this application.

The undersigned certifies that all information in this application and the exhibits is true and complete to the best of his/her knowledge and is submitted to SBA so that SBA can decide whether to approve this application.

The CDC understands that whoever makes any statement knowing it to be false, or whoever willfully overvalues any security for the purpose of obtaining any loan, or extension thereof by renewal, deferment of action, or otherwise, or the acceptance, release, or substitution of security therefor, or for the purpose of influencing in any way the action of SBA, or for the purpose of obtaining money, property, or anything of value, under the Small Business Investment Act, as amended, may be punished by a fine of not more than \$5,000 or by imprisonment for not more than two years, or both, pursuant to the Federal Law at 18 U.S.C. 1001.

The CDC certifies that the credit analysis has been reviewed and approved by the CDC Board of Directors.

Name of Development Company:

By:

Title:

Date:

Attested By:

PLEASE NOTE: The estimated burden for completing this form is 2.25 hours per response. You are not required to respond to any collection of information unless it displays a currently valid OMB approval number. Comments on the burden should be sent to U.S. Small Business Administration, Chief, AIB, 409 3rd St., S.W., Washington D.C. 20416 and Desk Officer for the Small Business Administration, Office of Management and Budget, New Executive Office Building, Room 10202, Washington, D.C. 20503. OMB Approval (3245-0071). PLEASE DO NOT SEND FORMS TO OMB.

U.S. SMALL BUSINESS ADMINISTRATION

APPLICATION FOR SECTION 504 LOAN

PART C

Statements Required by Laws and Executive Orders

Federal executive agencies, including the Small Business Administration, are required to withhold or limit financial assistance, to impose special conditions on approved loans, to provide special notices to applicants or borrowers, and to require special reports and data from borrowers in order to comply with legislation passed by the Congress, by Executive Orders issued by the President and by the provisions of various inter-agency agreements. SBA has issued regulations and procedures that implement these laws and executive orders, and they are contained in Parts 112, 113, 116, and 117, and 140, Title 13 Code of Federal Regulations, Chapter 1, or Standard Operating Procedures. This form contains a brief summary of the various laws and executive orders that affect SBA's state and local development company loan programs and gives applicants and borrowers the notices required by law or otherwise.

Freedom of Information Act

(5 U.S.C. 552)

This law provides, with some exceptions, that SBA must supply information reflected in agency files and records to a person requesting it. Information about approved loans that will be automatically released includes, among other things, statistics on our loan programs (individual borrowers are not identified in the statistics) and other information such as the names of the borrowers (and their officers, stockholders or partners), the collateral pledged to secure the loan, the amount of the loan, its purpose in general terms, and the maturity. Proprietary data on a borrower would not routinely be made available to third parties. All requests under this Act are to be addressed to the nearest SBA office and must be identified as a Freedom of Information request.

Right to Financial Privacy Act of 1978

(12 U.S.C. 3401)

This is notice to you, as required by the Right of Financial Privacy Act of 1978, of SBA's access rights to financial records held by financial institutions that are, or have been, doing business with you or your business, including any financial institution participating in a loan or loan guaranty. The law provides that SBA shall have a right of access to your financial records in connection with its consideration or administration of assistance to you in the form of a Government loan or loan guaranty agreement. SBA provides a certification of its compliance with the Act to a financial institution in connection with its first request for access to your financial records, after which no further certification is required for subsequent access. The law also provides that SBA's access rights continue for the term of any approved loan or loan guaranty agreement. No further notice to you of SBA's access rights is required during the term of any such agreement. The law also authorizes SBA to transfer to another Government authority any financial records included in an application for a loan, or concerning an approved loan or loan guarantee, as necessary to process, service or foreclose on a loan or loan guaranty or to collect on a defaulted loan or loan guaranty. No other transfer of your financial records to another Government authority will be permitted by SBA except as required or permitted by law.

Privacy Act of 1974 Information

Certain information such as personal balance sheets are used to evaluate your application. Such information may be given to Federal, state or local agencies for law enforcement purpose. Omission of an item means your application might not receive full consideration.

Equal Credit Opportunity Act

(15 U.S.C. 1691)

The Federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status or age (provided that the applicant has the capacity to enter into a binding contract); because all or part of the applicant's income derives from any public assistance program, or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. The Federal agency that administers compliance with this law concerning this creditor is the Federal Trade Commission, Equal Credit Opportunity, Washington, D.C. 20580.

Civil Rights Legislation

All businesses receiving SBA financial assistance must agree not to discriminate in any business practice, including employment practices and services to the public, on the basis of categories cited in 13 C.F.R., Parts 112, 113, and 117 of SBA regulations. This includes making their goods and services available to handicapped clients or customers. All business borrowers will be required to display the "Equal Employment Opportunity Poster" prescribed by SBA.

Certification as to Compliance with Nondiscrimination Laws

I give the assurance that I will comply with Sections 112, 113, and 117 of Title 13 of the Code of Federal Regulations, which prohibit discrimination on the grounds of race, color, sex, religion, marital status, handicap, age or national origin by recipients of Federal financing assistance and require appropriate reports and access to books and records. These requirements are applicable to anyone who buys or takes control of the business. I realize that if I do not comply with these nondiscrimination requirements, SBA can cancel, terminate, or accelerate repayment or suspend any or all Federal financial assistance provided by SBA.

Immigration Reform and Control Act of 1986

(Pub. L. 99-603)

If you are an alien who was in this country illegally since before January 1, 1982, you may have been granted lawful temporary resident status by the United States Immigration and Naturalization Service pursuant to the Immigration Reform and Control Act of 1986 (Pub. L. 99-603). For five years from the date you are granted such status, you are not eligible for financial assistance from the SBA in the form of a loan or guaranty under Section 7(a) of the Small Business Act or Section 504 of the Small Business Investment Act unless you are disabled or a Cuban or Haitian entrant. When you sign this document, you are making the certification that the Immigration Reform and Control Act of 1986 does not apply to you, or if it does apply, more than five years have elapsed since you have been granted lawful temporary resident status pursuant to such 1986 legislation.

Occupational Safety and Health Act

(15 U.S.C. 651 et seq.)

This legislation authorizes the Occupational Safety and Health Administration in the Department of Labor to require businesses to modify facilities and procedures to protect employees or pay penalty fees. In some instances the business can be forced to cease operations or be prevented from starting operations in a new facility. Therefore, in some instances SBA may require additional information from an applicant to determine whether the business will be in compliance with OSHA regulations and allowed to operate its facility after the loan is approved and disbursed.

Flood Disaster Protection Act

(42 U.S.C. 4011)

Regulations have been issued by the Federal Insurance Administration (FIA) and by SBA implementing this Act and its amendments. These regulations prohibit SBA from making certain loans in an FIA designated floodplain unless Federal flood insurance is purchased as a condition of the loan. Failure to maintain the required level of flood insurance makes the applicant ineligible for any future financial assistance from SBA under any program, including disaster assistance.

Executive Orders -- Floodplain Management and Wetland Protection

(42 F.R. 26951 and 42 F.R. 26961)

The SBA discourages any settlement in or development of a floodplain or a wetland. This statement is to notify all SBA loan applicants that such actions are hazardous to both life and property and should be avoided. The additional cost of flood preventive construction must be considered in addition to the possible loss of all assets and investments in future floods.

Executive Order 11738 -- Environmental Protection

(38 C.F.R. 25161)

The Executive Order charges SBA with administering its loan programs in a manner that will result in effective enforcement of the Clean Air Act, the Federal Water Pollution Act and other environmental protection legislation. SBA must, therefore, impose conditions on some loans. By acknowledging receipt of this form and presenting the application, the principals of all small businesses borrowing \$100,000 or more in direct funds stipulate to the following:

1. That any facility used, or to be used, by the subject firm is not listed on the EPA list of violating facilities.
2. That subject firm will comply with all the requirements of Section 114 of the Clean Air Act (42 U.S.C. 7414) and Section 308 of the Water Act (33 U.S.C. 1318) relating to inspection, monitoring, entry, reports and information, as well as all other requirements specified in Section 114 and Section 308 of the respective Acts, and all regulations and guidelines issued thereunder.
3. That subject firm will notify SBA of the receipt of any communication from the Director of the Environmental Protection Agency indicating that a facility utilized, or to be utilized, by subject firm is under consideration to be listed on the EPA list of violating facilities.

Lead-Based Paint Poisoning Prevention Act

(42 U.S.C. 4821 et seq.)

Borrowers using SBA funds for the construction or rehabilitation of a residential structure are prohibited from using lead-based paint (as defined in SBA regulations) on all interior surfaces, whether accessible or not, and exterior surfaces, such as stairs, decks, porches, railings, windows and doors, which are readily accessible to children under 7 years of age. A "residential structure" is any home, apartment, hotel, motel, orphanage, boarding school, dormitory, day care center, extended care facility, college or other school housing, hospital, group practice or community facility and all other residential or institutional structures where persons reside.

Agreement of Nonemployment of SBA Personnel

I agree that if SBA approves this application, I will not for at least two years hire an employee or consult anyone who was employed by the SBA during the one year period prior to the disbursement of the debenture.

Certification as to Payment for Financial Assistance

I certify: I have not paid anyone connected with the Federal government for help getting this financial assistance. I also agree to report to the SBA Office of Inspector General, 409 Third Street S.W., Washington, D.C. 20416, any Federal government employee who offers in return for any type of compensation to help get this application approved. I understand that I need not pay anybody to deal with SBA. I also understand that a Certified Development Company may charge the applicant a percentage of the loan proceeds as set forth in SBA regulations as a fee for preparing and processing the loan applications.

Certification as to Non-relocation

Regulations issued by SBA prohibit the making of loans that will result in significant increase of unemployment in any area of the country (13 CFR 108.3(a)). In the event that proceeds from this loan are used to provide a facility for relocation of the beneficiary small business concern (including any affiliate, subsidiary or other business entity under direct, indirect or common control), the undersigned certifies that such relocation will not significantly increase unemployment in the area of the original location.

Debarment, Suspension, Ineligibility and Voluntary Exclusion for Lower Tier Covered Transactions

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 13 CFR 145.

1. The prospective lower tier participant certifies, by submission of this loan application, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participants shall attach an explanation to the loan application.

Certification as to Application Accuracy

All information in this application, including exhibits, is true and complete to the best of my knowledge and is submitted to SBA so that SBA can decide whether to approve this application. I agree to pay for or reimburse SBA for the cost of any surveys, title or mortgage examinations, appraisals, etc., performed by non-SBA personnel provided that I have given my consent. Whoever makes any statement knowing it to be false, or whoever willfully overvalues any security, for the purpose of obtaining any loan, or substitution of security therefor, or for the purpose of influencing in any way the action of SBA, or for the purpose of obtaining money, property, or anything of value, under the Small Business Investment Act, as amended, may be punished by a fine of not more than \$5,000 or by imprisonment for not more than two years, or both, pursuant to the Federal law at 15 U.S.C. 645.

Whoever in any matter within the jurisdiction of any department or agency of the United States knowingly and willfully falsifies, conceals or covers up a material fact by any trick, scheme or device, or makes any false, fictitious or fraudulent statements or representations, or makes or uses any false writing or documents knowing the same to contain any false, fictitious or fraudulent statement or entry may be fined up to \$10,000 or imprisoned for up to 5 years, or both, pursuant to the Federal law at 18 U.S.C. 1001.

Debt Collection Act of 1982 Deficit Reduction Act of 1984

(31 U.S.C. 3701 et seq. and other titles)

These laws require SBA to aggressively collect any loan payments which become delinquent. SBA must obtain your taxpayer identification number when you apply for a loan. If you receive a loan and do not make payments as they come due, SBA may take one or more of the following actions:

- * Report the status of your loan(s) to credit bureaus.
- * Hire a collection agency to collect your loan.
- * Offset your income tax refund or other amounts due to you from the Federal Government.
- * Suspend or debar you or your company from doing business with the Federal Government.
- * Refer your loan to the Department of Justice or other attorneys for litigation.
- * Foreclose on collateral or take other action permitted in the loan instruments.
- * Disclose the status of your loan(s) to other Federal agencies for the purpose of computer matching. Matching may be used to initiate offsets or limit your access to Federal benefits.

CONFLICTS OF INTEREST

No overlapping relationship exists between the small business concern, including its associates, and the CDC, including its associates, or any other lender providing financing for the project that could create an appearance of a conflict of interest as defined in 13 CFR 120.102-10 or violate 13 CFR 108.4(d). No such relationships existed within six months of this application or will be permitted to exist while assistance is outstanding.

OTHER AGREEMENTS AND CERTIFICATIONS

I authorize disclosure of all information submitted in connection with this application to the financial institution agreeing to participate with SBA's guaranteed debenture.

I waive all claims against SBA and its consultants for any management and technical assistance that may be provided.

In consideration for assistance from the Small Business Administration, I hereby agree that I will comply with all Federal laws and regulations to the extent that they are applicable to such assistance, including conditions set forth in this application.

I, my spouse, or any member of my household, or anyone who owns, manages, or directs the business or their spouses or members of their households do not work for the SBA, Small Business Advisory Council, SCORE or ACE, any Federal agency, or the participating lender. If someone does, the name and address of such person and where employed is provided on an attached page.

Applicant Notifications

I or any of the officers of my company_____ have/ _____ have not been involved in bankruptcy or insolvency proceedings. If so, I have attached copies of the proceedings.

I or my business _____ is/ _____is not involved in any pending lawsuits. If so, I have attached a description.

Applicant's Acknowledgment

My signature acknowledges receipt of this form, that I have read it and that I have a copy for my files. My signature represents my agreement to comply with the requirements the Small Business Administration makes in connection with the approval of my loan request and to comply, whenever applicable, with the limitations contained in this notice.

(Each Proprietor, each General Partner, each Limited Partner or Stockholder owning 20% or more, and each Guarantor must sign. Each person should only sign once.)

If Applicant is a proprietor or partnership, sign below:

If Applicant is an L.L.C. or corporation, sign below:

Name of Business

Corporate Name

By: _____ Date _____

By: _____ Date _____

Attested by: _____ (seal if required)

Additional Proprietors, Partners, Stockholders or Guarantors as required.

Signature

Date

Signature

Date

Signature

Date

Signature

Date